

Hot Mix Asphalt Contract

Follow-up Report • October 15, 2019



Follow-up Report Hot Mix Asphalt Contract

On November 27, 2017, the City of New Orleans Office of Inspector General (OIG) issued a letter to Department of Public Works (DPW) concerning the purchasing and application of Hot Mix Asphalt.

As summarized below, the OIG made the following findings and corresponding recommendations:

FINDINGS

- The City awarded Barriere Construction Company, L.L.C. the contract because their bid was \$130,900 less than the bid submitted by 216 Resources Inc. However, the City failed to recognize that the DPW would incur substantial labor, transportation and fuel costs in the amount of approximately \$201,837 to transport asphalt from Boutte, LA to road work jobsites in the City.
- In addition, since the amount of time required to travel from the plant in Boutte, LA to a road repair jobsite often exceeds of 35 minutes, some of the asphalt becomes unusable due to hardening.

RECOMMENDATIONS

- The City should consider the transportation costs that it will incur to haul large amounts of Hot Mix Asphalt in future procurements.
- The City could reduce the unexpected costs and the product quality issues associated with transporting 6,000 tons of Hot Mix Asphalt by inverting the terms of the present contract to specify that the contractor furnish and haul the 6,000 tons of Hot Mix Asphalt while the City retrieves and transports only 1,000 tons.

On September 28, 2018, the former Director for the Department of Public Works, Warren E. Jones, sent a letter to the OIG concerning the Hot Asphalt Contract stating that we intend to take the following actions:

- Rebid the subject contract when the current Amendment No.3, K116-1091 expires 12/31/18
- In the new contract, invert the terms to specify that the contractor both furnish and haul hot asphalt mix to the City, including fixed unit prices for
 - o Hot asphalt material picked up at the contractor's plant
 - o Hot asphalt material delivered to DPW Maintenance Division's equipment yard located at 838 S. Genois Sreet
 - o "Stand by" hourly rate and fixed-rate mileage charge for contractor's dump trucks, when directed, to accompany DPW asphalt crews to deposit a single truckload of asphalt to multiple Maintenance pavement repair job sites in succession
- Revise the City of New Orleans Department of Streets Maintenance Manual to specify minimum acceptable weather conditions for application of asphalt

On August 1, 2019, a meeting was held with DPW Director Keith LaGrange, DPW Program Administrator Josh Hartley, and OIG Investigators Michael J. Centola and Terence Barrett at the DPW Office. After being informed of the official identities of the Investigators, the following was discussed:

LaGrange is interested in re-procuring the contract used to purchase asphalt due to concerns of the distance the City travels to receive the asphalt. LaGrange was in the process of rebidding the contract the City was using to purchase asphalt when the City implemented a new procurement platform, the Budget, Requisition & Accounting Service System or BRASS. This new platform supports the City's purchasing and accounting functions. The City uses BRASS to solicit, receive electronic responses/bids, and receive invoices from vendors.

LaGrange has welcomed the implementation of BRASS because it will enable DPW to more accurately track asphalt purchases and deliveries. In addition, DPW will strategically assign pothole repair crews to repair as many as possible in an immediate area. Because a new asphalt truck will maintain the asphalt at working temperature the need to dispose of left over asphalt at the end of a day will be eliminated. This truck will enable the asphalt to maintain its usefulness even overnight if needed. Finally, LaGrange will require the asphalt to be delivered to the City, eliminating the City's need to travel to receive the asphalt. This will reduce the cost to the City and make the pothole repair operation more efficient.

EXHIBITS ATTACHED

- Exhibit 1: OIG letter to Department of Public Works concerning the purchasing and application of Hot Mix Asphalt dated November 27, 2017
- Exhibit 2: DPW letter to the OIG concerning the Hot Asphalt Contract dated September 28, 2018

November 27, 2017

Dani Galloway, Interim Director
Department of Public Works
City of New Orleans
1300 Perdido Street, Room 6W03
New Orleans, Louisiana 70112

This correspondence is part of an ongoing investigation, examination, audit, inspection, or performance review and is exempt from the Public Records Act until the investigation, examination, audit, inspection, or performance review is complete. See La. R.S. 33:9614 and La. R.S. 44:4.1(B)(18). Please notify this office immediately should you receive a Public Records Request which includes this correspondence.

Re: Hot Asphalt Contract, Barriere Construction Company, L.L.C.

Dear Ms. Galloway:

The City of New Orleans Office of Inspector General (OIG) has completed an investigation/review concerning the purchasing and application of Hot Mix Asphalt that was initiated in response to a WWL TV Action Line report and a New Orleans Advocate newspaper article dated September 22, 2016 in which a City dump truck is seen dumping a load of asphalt on a secluded, dead-end street¹.

On December 17, 2014, the City of New Orleans (City) awarded a contract to Barriere Construction Company, L.L.C. (Barriere) for Hot Mix Asphalt; contract number K14-1136², in the amount of \$453,000. Two (2) subsequent one-year extensions/amendments were granted in 2015 and 2016 bearing contract numbers K15-887³, and K16-1091⁴.

¹ Refer to Appendix 1, Page 1 of September 22, 2016 news article.

² Refer to Appendix 2, Barriere Contract No. K14-1136

³ Refer to Appendix 3, Barriere Contract No. K15-887.

⁴ Refer to Appendix 4, Barriere Contract No. K16-1091.

According to the terms in the fourth introductory paragraph of Barriere's original contract, which incorporated the City's Invitation to Bid⁵ and Barriere's Bid form⁶, Barriere was required to supply the City with 7,000 tons of Hot Mix Asphalt yearly in the following manner:

1. 6,000 tons of Hot Mix Asphalt is to be loaded into trucks furnished by the City of New Orleans, Department of Public Works (DPW), Street Maintenance Division at a cost of \$63 per ton, totaling \$378,000.
2. 1,000 tons of Hot Mix Asphalt is to be furnished and hauled by Barriere in a minimum of 10 ton loads to the City's overlay crew within Orleans parish including one-half (1/2) hour standby time on the job site at a cost of \$75 per ton, totaling \$75,000.

Barriere's bid form listed the address of their asphalt plant as "1268 LA 3127, Boutte, LA 70039". This location is also known as the Barriere South Shore Asphalt Plant.

The City also received a bid from 216 Resources, Inc. offering to supply 6,000 tons of Hot Mix Asphalt to be loaded into trucks furnished by the City along with 1,000 tons of Hot Mix Asphalt to be furnished and hauled by 216 Resources, Inc. at a total cost of \$583,900.⁷ This bid listed the address of the asphalt plant as 4055 France Road, New Orleans, LA. This location is also known as the Boh Bros. asphalt plant.

The City chose Barriere because their bid was \$130,900 less than the bid submitted by 216 Resources Inc.

DPW Employee Interviews

The OIG interviewed a DPW supervisor and six (6) DPW employees assigned to the Street Maintenance Division asphalt yard. These employees are members of the DPW dump truck crews that pick up asphalt from the Barriere South Shore Asphalt Plant (Barriere Plant) at 1327 Esperanza Plantation Road, Boutte, Louisiana. These crews also use the asphalt to fill potholes. The supervisor remains at the asphalt yard.

⁵ Refer to Appendix 5, City's Invitation to Bid.

⁶ Refer to Appendix 6, Barriere Hot Mix Asphalt Bid.

⁷ Refer to Appendix 7, 216 Resources Inc. Hot Mix Asphalt Bid.

Lack of computerized records

DPW does not have a computerized record management system to track how many potholes are repaired on a particular street and how often a particular pothole location has been filled. Instead, DPW management relies upon reports filed by date⁸, which are handwritten and only list the numerical addresses of the street name where the potholes were located. This paper record system does not allow management to conduct a query of a particular location and immediately determine how many times a particular pothole or street was patched or if it has ever been repaired.

Asphalt hardens before application

The DPW dump truck crews pick up asphalt twice daily from the Barriere South Shore Asphalt Plant. According to Google Maps, the approximate distance from the DPW asphalt yard on South Genois Street to the Barriere Plant in Boutte, LA is 25 miles one way with a roundtrip total of 50 miles. The estimated amount of time required to complete one roundtrip is 85 minutes, which includes 15 minutes of loading time spent at the asphalt yard.⁹

The departure point for the second daily trip to Boutte, LA is often a road repair jobsite, rather than the DPW asphalt yard. The DPW dispatches five (5) DPW dump trucks twice daily to transport asphalt from the Barriere Plant to road repair jobsites in Orleans Parish. Since the amount of time spent traveling from the Barriere Plant in Boutte, LA to a road repair jobsite, often exceeds 35 minutes, the transported asphalt begins to lose temperature before it is even applied. In addition, the DPW does not have any equipment to monitor the ambient (air), base (ground), and Hot Mix Asphalt temperature to ensure the weather is conducive for paving and the temperature meets all standards for compaction and longevity of the newly paved surfaces and patches.

Since the Hot Mix Asphalt frequently hardens because of cooling, the asphalt becomes unusable. Sometimes the cool asphalt is laid anyway causing the patch surfaces to have a rough, rocky surface in a short period of time. This results in a poor road surface that will retain water and reduce the life of the patch. The DPW also does not have an operations manual or documented procedures to govern under what weather conditions asphalt should be applied.

⁸ DPW Route Sheet, DPW Job & Time Report, and DPW Driver's Report

⁹ Refer to Appendix 8, Table 3.

Disposing of hardened Asphalt

Lead crewmembers regularly call their supervisors or the asphalt yard, via their personal cellular phones, to ask what should be done with the remaining asphalt that has cooled, hardened and has become unusable. Supervisors instruct DPW personnel to dump the hardened unusable asphalt down alleyways, side streets, and other locations. DPW employees are using their personal cellular phones to conduct City work because neither they nor the DPW trucks are equipped with City-issued portable radios.

Travel Costs associated with transporting asphalt to road repair jobsites

Each DPW dump truck crew consists of one (1) Operator and three (3) Laborers. On an average workday, five (5) DPW dump trucks travel twice daily from the asphalt yard, located at 838 South Genois Street or a road repair jobsite, to the Barriere Plant, at 1327 Esperanza Plantation Road, Boutte, LA to fill the trucks with asphalt. In particular, these crews make ten trips per day to the Barriere Plant in Boutte LA. As previously described, the estimated amount of time required to complete one roundtrip is 85 minutes, which includes 15 minutes of loading time spent at the asphalt yard.

These four men crews spend approximately 14 hours and 10 minutes per day traveling to and from the Barriere Plant in Boutte, LA at an average cost per hour in wages of \$43.61.¹⁰ Consequently, the City spends \$617.81 per day in hourly wages to transport 10 loads of asphalt from the Barriere Plant.¹¹ The yearly labor cost to City is approximately \$139,005 based upon 225 workdays per year due to the number of annual holidays and weather conditions.¹² The City also bears significant costs in fuel since the five (5) DPW dump trucks, which each hold 60 gallons of diesel, need to be refueled every other workday. The annual cost incurred by the City to purchase 60 gallons of diesel fuel at \$1.87 per gallon every other workday for five (5) DPW dump trucks is approximately \$62,832.¹³

¹⁰ Refer to Appendix 8, Table 3: 14 hours and 10 minutes is equivalent to 14.17 hours

¹¹ Refer to Appendix 8, Table 3.

¹² 225 days x 617.80 per day in hourly wages equals \$139,005

¹³ 112 days x 5 (trucks) x 60 (gallons) @ \$1.87 per gallon equals \$62,832

The City awarded Barriere the contract because their bid was \$130,900 less than the bid submitted by 216 Resources Inc. However, the City failed to recognize that the DPW would incur substantial labor, transportation and fuel costs in the amount of approximately \$201,837 to transport asphalt from Boutte, LA to road work jobsites in the City.¹⁴

In addition, since the amount of time required to travel from the plant in Boutte, LA to a road repair jobsite often exceeds of 35 minutes, some of the asphalt becomes unusable due to hardening.

The City should consider the transportation costs that it will incur to haul large amounts of Hot Mix Asphalt in future procurements.

The City could reduce the unexpected costs and the product quality issues associated with transporting 6,000 tons of Hot Mix Asphalt by inverting the terms of the present contract to specify that the contractor furnish and haul the 6,000 tons of Hot Mix Asphalt while the City retrieves and transports only 1,000 tons.

The OIG is referring this matter for your review and consideration. Please take whatever action you deem appropriate. The above information is also provided to your office for use in any future negotiations concerning the awarding of a new contract to purchase asphalt.

Thank you for your cooperation and assistance with this matter.

Sincerely,



Howard Schwartz
Interim Inspector General
City of New Orleans
Office of Inspector General

cc: Jeff Hebert, Chief Administrative Officer
Rebecca H. Dietz, City Attorney

¹⁴ Approximate yearly labor cost, \$139,005 + approximate annual cost of diesel fuel, \$62,832 = \$201,837

http://www.theadvocate.com/new_orleans/news/article_9c436ac2-8134-11e6-9c21-7f55f4e98d68.html

WWL-TV: Unauthorized city truck seen dumping asphalt on secluded, dead-end street

ADVOCATE STAFF REPORT SEP 22, 2016 - 9:22 PM



An image of the New Orleans city truck seen dumping asphalt. (WWL-TV photo).

The truck arrives, dumps its load of asphalt on a secluded, dead-end street in Central City, then it leaves. It's happened before, according to a local business owner.

Why? There are no potholes on that street, according to a report from WWL-TV, and a City Hall spokesman said the work was unauthorized.

City trucks on video dumping asphalt, but not for street repairs



Trouble seeing the video? [Click here.](#)

WWL-TV reports as they drove up Clio Street the truck had just finished dumping, then left the scene. Dale Foret, the business owner, said he has seen trucks dumping asphalt before. He also had multiple videos of the unauthorized dumping.

"Two or three years, four years," said Foret in the report. "It's sporadic. They'll come and they'll dump, maybe two or three days in a row, then you might not see them for a few months. Then they'll come dump again. It's really sporadic."

In a response to the report, a City Hall spokesman said the driver has been identified and an investigation will be conducted.

For the full WWL-TV report, click here.

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**CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BARRIERE CONSTRUCTION COMPANY, L.L.C.
HOT MIX ASPHALT
BID PROPOSAL NO. 5001-01699**

THIS AGREEMENT (the "Contract") is made and entered into this 17th day of Dec, 2014, by and between the **CITY OF NEW ORLEANS**, represented by **MITCHELL J. LANDRIEU, MAYOR** (the "City"), and **BARRIERE CONSTRUCTION COMPANY, L.L.C.**, represented by **MATTHEW D. WOODS, DIVISION MANAGER** (the "Contractor").

WHEREAS, the Contractor submitted a bid dated October 19, 2014 (the "Contractor's Bid"), in response to the City's Invitation to Bid for Hot Mix Asphalt, Bid Proposal No. 5001-01699, dated September 15, 2014 (the "Invitation to Bid"), seeking a contractor to provide Hot Mix Asphalt as provided in the Invitation to Bid (the "Project"); and

WHEREAS, the City tabulated responsive bids and identified the Contractor to receive the Contract to perform the Project.

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to perform the Project in strict accordance with the Invitation to Bid and the Contractor's Bid, and the City and the Contractor, for good and valuable consideration, agree as follows:

1. Obligations of the Contractor.

The Contractor will perform all obligations of the Contractor, and be subject to all terms and conditions set forth in this Contract and in the following documents that are incorporated fully into this Contract: the Invitation to Bid; the Contractor's Bid; and all documents, plans drawings, and specifications incorporated or referenced in the Invitation to Bid and the Contractor's Bid, including without limitation the Special Specifications and the City's General Specifications for Street Paving (1999 ed. (rev. 10/1/2001)).

2. Obligations of the City.

The City will pay the Contractor at the rates set forth in the Contractor's Bid for the satisfactory performance of this Contract and will perform all obligations of the City and be subject to all terms and conditions set forth in this Contract and any incorporated documents.

3. Obligations of the Surety.

Federal Insurance Company (the "Surety") intervenes in this Contract and binds itself as surety for: (1) the faithful performance of all work required of the Contractor by this Contract in the full sum of **FOUR HUNDRED FIFTY-THREE THOUSAND AND 00/100 DOLLARS (\$453,000.00)** and (2) the full payment by the Contractor of all payments to be made by the Contractor under this Contract in the full sum of **FOUR HUNDRED FIFTY-THREE THOUSAND AND 00/100 DOLLARS (\$453,000.00)**. Each of these bonds is to be considered separate and distinct, and no payment made by the Surety under either bond shall in any way reduce the obligations of the Surety under the other.

The Surety represents and warrants that it has fully read and understands the terms of the Contract between the City and the Contractor, including all incorporated documents.

The Surety's bonds shall remain in full force and effect, and shall survive the termination of this Contract, but shall be null and void if the Contractor: (a) well and faithfully performs all and each of the obligations assumed by the Contractor in this Contract; (b) promptly pays all wages of laborers, workmen, or mechanics to be employed by the Contractor for all work done or labor performed by the Contractor or by any sub-contractors; or furnished to sub-contractors, and used in the construction, erection, alteration, performance or repairs of the work required by the Contract; (c) promptly pays for all materials or supplies furnished to the Contractor, or by any subcontractor, or to any subcontractor, for the use in machines used in the construction, erection, alteration, performance or repair of the work required by the Contract; (d) fully secures and protects the City, its legal successor(s) and representatives, from all loss or expense of any kind, including premises, including all court costs and attorneys' fees, made necessary or arising from the failure, refusal, or neglect of the Contractor to comply with all of the obligations assumed by it; and (e) promptly delivers all the work required by the Contract to the City, free from any and all claims, liens, and expenses.

The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans or specifications, or in the manner and mode of payment.

4. Ownership Interest Disclosure. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

5. Subcontractor Reporting. The Contractor will provide a list of all natural or artificial persons retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's performance of this Contract. For any subcontractor proposed to be retained by the Contractor, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

6. Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Contract to cancellation, and may further result in the Contractor

being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Contract or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Contract.

7. DBE Program Compliance. The Contractor will use its best efforts to fully and completely carry out the applicable requirements of the City's Disadvantaged Business Enterprise ("DBE") Program in the award and administration of this Agreement, including without limitation all reporting requirements and specific DBE participation goals. The Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.

The Contractor will provide written reports to the City's Director of Supplier Diversity on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- a. The name and business address of each DBE involved in the contract;
- b. A description of the work performed and/or the product or service supplied by each DBE;
- c. The date and amount of each expenditure made to a DBE; and
- d. Such other information as may assist the DBE Compliance Officer in determining the Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract.

The Contractor will grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

If the City terminates this Agreement in connection with any misrepresentation of the Contractor's DBE status, the Contractor may be disqualified from contracting with or participating in any contracts with the City.

8. Convicted Felon Statement. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

9. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

10. Audit and Other Oversight. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the

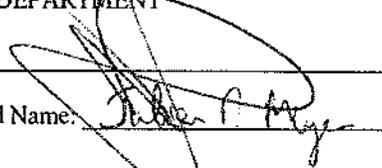
Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract effective the day and year first written above:

CITY OF NEW ORLEANS

BY: 
MITCHELL J. LANDRIEU, MAYOR 12/17/14

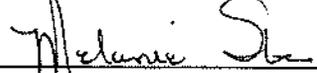
FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

By: 
Printed Name: Julie P. Meyer

BARRIERE CONSTRUCTION CO., L.L.C.

BY: 
MATTHEW D. WOODS,
DIVISION MANAGER

FEDERAL INSURANCE COMPANY

BY: 
MELANIE STERN
ATTORNEY-IN-FACT



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Bert Guiberteau Jr. of Baton Rouge, Louisiana; Stephen L. Cory, Melanie Stern and Pamela K. Tucker of Metairie, Louisiana-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of May, 2012.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of May, 2012 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this _____ day of _____



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (906) 903- 3656 e-mail: surety@chubb.com

K15-887

**AMENDMENT NO. 1 TO REQUIREMENTS CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BARRIERE CONSTRUCTION COMPANY, L.L.C.
HOT MIX ASPHALT
BID PROPOSAL NO. 5001-01699**

THIS AMENDMENT (the "Amendment") is made and entered into this 15 day of Oct., 2015, by and between the CITY OF NEW ORLEANS, represented by MITCHELL J. LANDRIEU, MAYOR (the "City"), and BARRIERE CONSTRUCTION COMPANY, L.L.C, represented by MATTHEW D. WOODS, DIVISION MANGER, (the "Contractor").

WHEREAS, the City and the Contractor entered into a contract dated December 17, 2014, to provide asphaltic concrete repair pavement services (the "Contract");

WHEREAS, the City and the Contractor now seek to amend the Contract to further extend the term of the Contract; and

NOW THEREFORE, the City and the Contractor amend the Contract as follows:

1. **Extension:** The Contract is extended for one (1) year from December 17, 2015 through December 16, 2016.
2. **Price:** The City and the Contractor reaffirm the price in the Contractor's Bid Form dated October 19, 2014.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.
5. **Non-Waiver:** Except as otherwise provided by this Amendment, the terms and conditions of the Contract remain in full force and effect.

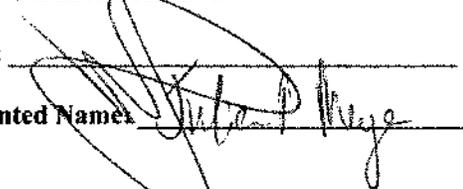
[Signatures on the Following Page]

IN WITNESS WHEREOF the parties hereto have made and executed this Contract effective the day and year first written above:

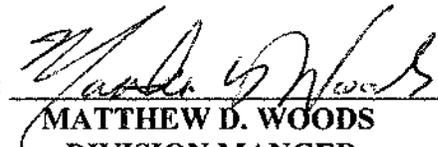
CITY OF NEW ORLEANS

BY: 
MITCHELL J. LANDRIEU, MAYOR 10/15/15

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

By: 
Printed Name: John P. King

BARRIERE CONSTRUCTION CO., L.L.C.

BY: 
MATTHEW D. WOODS
DIVISION MANGER

TAX ID NO.

K16-1091

**AMENDMENT NO. 2 TO A REQUIREMENTS CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BARRIERE CONSTRUCTION COMPANY, L.L.C.
BID PROPOSAL NO. 5001-01699
HOT MIX ASPHALT**

THIS AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “**City**”), and Barriere Construction Co., L.L.C., represented by James M. Breland, Jr., Vice President – Asphalt Operations (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor are parties to a requirements contract dated December 17, 2014 (the “**Contract**”) for the provision of hot mix asphaltic concrete repair pavement services on an as-needed basis at the City’s request under the City’s Invitation To Bid No. 5001-01699 “Hot Mix Asphalt Material” issued on September 15, 2014;

WHEREAS, on October 15, 2015, the City and the Contractor first amended the Contract to extend the term of the Contract;

WHEREAS, the City and the Contractor now seek to amend the Contract to further extend the term of the Contract; and

NOW THEREFORE, the City and the Contractor amend the Contract as follows:

1. Extension: The Contract is extended for one (1) year from December 17, 2016 through December 16, 2017.

2. Price: The maximum aggregate compensation payable under the Contract is N/A. This is a price protection contract and is not binding insofar as to any specific quantity. The City and the Contractor reaffirm the price proposal in the Contractor’s Bid Form dated October 19, 2014.

3. Convicted Felon Statement: The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. **Non-Solicitation Statement:** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

5. **Electronic Signature and Delivery:** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

6. **Non-Waiver:** Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, remain in full force and effect.

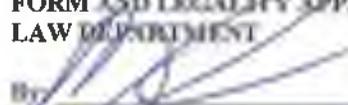
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS


BY: _____
MITCHELL J. LANDRIEU,
MAYOR

Executed on this 24th day of October, 2016.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

By: 
Printed Name: Marisa J. Marzella

BARRIERE CONSTRUCTION CO., L.L.C.

BY: 
JAMES M. BRELAND, JR.
VICE PRESIDENT - ASPHALT OPERATION

CORPORATE TAX I.

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM 4W07, NEW ORLEANS, LA 70112

Email: purchasing@nola.gov

THIS IS A FORMAL CITY BID SOLICITATION FOR MATERIALS, EQUIPMENT, SUPPLIES, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD

CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

BID TYPE:	<input checked="" type="checkbox"/> Materials, Equipment, Supplies <input type="checkbox"/> Non-professional Services	PROPOSAL NO. 5001-01699	ISSUE DATE: 9/15/14
SPONSORING CITY DEPT. OR AGENCY: DPW			

BID DESCRIPTION: Hot Mix Asphalt Material (as detailed in Attachment A)

BID CONFERENCE:	<input checked="" type="checkbox"/> None <input type="checkbox"/> Optional	<input type="checkbox"/> Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.	
	Date:	Time:	Place: <input type="checkbox"/> <input type="checkbox"/> Purchasing Conf. Room, #4W05, 4 th Fl. City Hall, 1300 Perdido St., New Orleans, LA 70112

Note: The City may prepare a conference report showing attendance, summarized Q&A, and matters discussed. Substantive questions must be submitted by proposers in writing to the Point of Contact no later than (7) seven days prior to bid opening. The City will publish any such report by Invitation to Bid Addendum posted to the Purchasing website (<http://www.purchasing.nola.gov/bsollogin.jsp>) and provide it in the Purchasing Bureau two working days after the conference. The published conference report is the exclusive, authoritative record of City statements at the conference.

BID INSTRUCTIONS: Failure to satisfy instructions may render bids non-responsive and remove them from the competition. Bid submissions are City property. Bidders should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. All bids remain valid for 90 DAYS after the bid opening. Specification references to certain brands, makes, or manufacturers state only general style, type, character, and quality desired. Equivalent products are acceptable. The City is not responsible for bid costs. Procurements produce no exclusive right to City work or purchases. Bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 2-1120, adopted by City Ord. No. 22,888 M.C.S. (relative to the operations and authority of the City Inspector General). ***Bidders should closely monitor the purchasing website for new or revised specifications, bid instructions, notices, etc.*** "La. Public Bid law (RS 38:2212 et seq.) may apply to solicitations for Public Works and Materials & Supplies purchases."

DOCUMENTS: APPLIES? YES NO Bidding documents may be obtained online at www.purchasing.cityofno.com/bsol/ or through the City of New Orleans webpage www.nola.gov, select "Business" tab and then "Online Purchasing Portal." Addenda will be transmitted to all bidders who login and acknowledge download of bid documents online from the Online Purchasing Portal, i.e. answer 'yes' when downloading bid documents.

SUBMISSIONS DUE:	Date: October 10, 2014	Time: 10:00 AM	Place: Purchasing Bureau, Rm 4W07 City Hall, 1300 Perdido St., New Orleans, LA 70112
<i>Note: The City will not accept or consider bids delivered by fax, at any other location or email address, or past the deadline. The purchasing date and time stamp clock will be the official and sole determining device for time of receipt for all mailed and hand delivered bids. Any bids received after the deadline will be date stamped and returned to the bidder unopened.</i>			

SUBMISSION PACKAGE: ***EITHER:*** **SEALED ENVELOPE** bearing the proposal number **OR** **ONLINE AT** <http://purchasing.nola.gov/bsollogin.jsp>
Note: Bidders should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.

REQUIRED CONTENTS: **(1) EITHER:** **TYPED OR PRINTED BID**, bearing original signature IN INK by the bidder or authorized representative, on the bid form provided in Attachment "C" with required attachments, and receipt of all addenda acknowledged.
OR
BID SUBMISSION ONLINE at <http://purchasing.nola.gov/bsollogin.jsp> completing bid quote online and **must attach a signed copy of Attachment "C" Bid Form, Corporate Resolution**, and other required bid documents including receipt of all addenda acknowledged online.

	<p>(2) IF SOMEONE OTHER THAN A CORPORATE OFFICER SIGNS FOR THE BIDDER/CONTRACTOR, A COPY OF A CORPORATE RESOLUTION OR OTHER SIGNATURE AUTHORIZATION SHALL BE REQUIRED FOR SUBMISSION OF BID. FAILURE TO INCLUDE A COPY OF THE APPROPRIATE SIGNATURE AUTHORIZATION, IF REQUIRED, MAY RESULT IN THE REJECTION OF THE BID UNLESS BIDDER HAS COMPLIED WITH LA. R.S. 38:22L2(A)(L)(C) OR RS 38:2212(O)</p>
OTHER CONTENTS:	<p>REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO A bid bond or security in an amount not less than <input checked="" type="checkbox"/> \$5,000.00 or <input type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services.</p> <p>If submitting a bid online, electronic bid bond submission is enabled through two participating surety agencies or clearinghouses, InSure Vision Technologies and Surety2000. Contact your bonding agent for information about submitting Bond Validation Numbers Online.</p> <p>If submitting a bid via sealed envelope, the City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans.</p> <p><i>The City will retain bid securities of the three lowest bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeit for failure to execute a contract with the City.</i></p>

AWARD: The City will open the bids in public at the Purchasing Bureau or immediately following the bid deadline. It may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of furnished information. Subject to merit-based cancellation and confirmed city funding, the City will award the procurement to the responsible bidder that submitted the lowest responsive bid. The City, at its sole discretion, reserves the right to reject any and all bids.

CONTRACT:	
TYPE:	<input type="checkbox"/> None: Thing or service obtained by purchase order. <input type="checkbox"/> Fixed Price: Gets the specified thing(s) or service(s) at the bid price. <input checked="" type="checkbox"/> Requirements/Price Protection: Gets a commitment to supply the thing(s) or service(s) at bid price at City request during term.
TERM:	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> 1 year[s] with City option to renew. <input type="checkbox"/> As provided in specifications, terms, & conditions.
PROVISIONS:	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The contract will contain the additional terms and conditions shown at Attachment "B" hereto.
ADDITIONAL NEEDS: Selected bidder must satisfy indicated needs before it receives a contract.	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PERFORMANCE BOND: Supply a performance bond acceptable to the City within ten days after notice of award, issued in the sum of: <input checked="" type="checkbox"/> 50% of bid amount. <input type="checkbox"/> \$ _ _ <input type="checkbox"/> Specified amount
	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PAYMENT BOND: Supply a payment bond acceptable to the City within ten days after notice of award, issued in the sum of: <input type="checkbox"/> _ % of bid amount. <input type="checkbox"/> \$ _ _ <input type="checkbox"/> Specified amount
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO INSURANCE: Supply Insurance certificates showing coverage required in the specifications.
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PERMITS: Supply copy of all applicable and required permits and licenses;
	REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TAX CLEARANCE: Supply a City tax clearance showing no delinquency in City taxes;
	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO DISADVANTAGED BUSINESS ENTERPRISE: Required by City Code Sec. 70-432.1.
FEES:	The contractor is responsible for any recordation, notary, and copy fees.
POINT OF CONTACT:	Please direct all questions related to DBE compliance prior to submission of proposal via email to supplierdiversity@nola.gov Subject Line: DBE Compliance or Office of Supplier Diversity, 1340 Poydras Street, Suite 1000, New Orleans La, 70112, telephone: (504) 658-4200. Direct all other inquiries to the Bureau of Purchasing: Ray Moran, C.P.M., Asst. Purchasing Agent, rjmoran@nola.gov , (504) 658-1562 <u>Except for DBE related questions: prospective bidders are prohibited from contacting City employees or officials, other than the designated purchasing official above about this procurement prior to the deadline for submitting questions or bids. Breaking the established prohibition on</u>

	communications may result in your proposal being disqualified. <i>NOTE: Solicitation changes issue by formal addendum ONLY.</i>
ATTACHMENTS	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Attachment "A" Specifications
	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Attachment "B" Contract Terms and Conditions
	APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Attachment "C" Bid Form

Rev 18Sept13

INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "A"
BID SPECIFICATIONS

1. GENERAL SPECIFICATIONS

- a. The City of New Orleans ("City") solicits bids to obtain a requirements contract for **Hot Mix Asphalt**.
- b. Contractors must receive an approved purchase order from the City of New Orleans Department of Finance Purchasing Bureau prior to beginning all work or acceptance and processing of all orders. Only Purchasing Agent or authorized deputies have authority to place orders chargeable to city funds. Contractor may contact Department personnel listed on the purchase order to verify the authorization of the employee placing the call.
- c. Claims against the City of New Orleans are payable only on invoices, reference City of New Orleans purchase order number, rendered to Bureau of Accounting, Room 3W02, City Hall, 1300 Perdido St., New Orleans, LA 70112
- d. City reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the City agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The City will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a purchase order.
- e. Contractor agrees to accept verbal cancellation of purchase orders.

2. INSURANCE:

a. Insurance Policies Requirements:

The Contractor shall purchase in its name and maintain at a minimum, for the duration of the Contract, at the Contractor's sole cost and expense, the following insurance policies to provide primary coverage for claims and/or suits that may arise out of or result from the performance of the Work of the Contractor, its agents, partner, laborer, supplier, employee, representatives and any subcontractors or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable :

- (i) Workers' Compensation Insurance with statutory limits of liability and minimum Employer's Liability Limits of One Million Dollars (\$1,000,000).
- (ii) Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned vehicles, hired vehicles and non-owned vehicles.
- (iii) Commercial General Liability insurance with a minimum Five Million Dollars (\$5,000,000) combined single limit per occurrence bodily injury and property damage. This insurance shall include coverage for premises-operations, broad-form contractual liability, products and completed operations, use of contractors and subcontractors, personal injury, and broad-form property damage. A "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".
- (iv) The insurance policies herein required shall contain or be endorsed to contain the following provisions:

[a] The City, its elected and appointed officials, officers, agents, directors, volunteers, and employees shall be added as "additional insured" under the Commercial General Liability and Automobile Liability policies.

[b] The Workers' Compensation coverage shall contain an express waiver of all rights against the City, its elected and appointed officials, officers, agents, directors, volunteers, and employees, for losses arising from the services performed by the Contractor for the City.

[c] An endorsement stating that that coverage shall not be non-renewed, suspended, voided or canceled by either party, or reduced in coverage or in limits, except after sixty (60) days prior written notice by certified mail has been given to the Chief Administrative Officer, City of New Orleans, 1300 Perdido Street, New Orleans, Louisiana 70112 with a copy to the City Attorney, City Hall-5E01, 1300 Perdido Street, New Orleans, Louisiana 70112.

- b. All insurance required by this section shall be placed with insurers that are licensed and authorized to do business in the State of Louisiana and have a rating of no less than A-VI in the most current edition of the A.M. Best Insurance Report, AAA in Moody's, and AAA in S&P.
- c. The Contractor shall provide original certifications of the required insurance coverage at City request. Annual renewals of certificates of insurance shall be furnished to the Director.
- d. The Contractor shall provide the City with certificates of insurance evidencing all the required coverage's purchased and maintained in accordance with this Agreement. Such certificates shall provide that the City be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew, or material change in such coverage. The Contractor must provide certificates of insurance before commencing work in connection with the Agreement.
- e. The providing of any insurance required herein does not relieve the Contractor of any of the Agreement responsibilities or obligations or for which the Contractor may be liable by law, agreement, contract or otherwise.
- f. The Contractor's failure to provide and maintain such insurance in force as required above shall materially breach the Agreement and, at the City's option, occasion an immediate cancellation for cause thereof.

3. TECHNICAL SPECIFICATIONS

TP-1 SCOPE OF WORK

This work consists of furnishing asphaltic concrete mixture supplied hot to the City. The mixture shall consist of aggregates and asphalt with additives, combined in such proportions to meet Louisiana Department of Transportation and Development (DOTD) requirements for Type 3 Asphaltic Concrete as modified herein.

TP-2 MATERIALS

The contractor shall keep accurate records, including proof of deliveries of all materials for use in the asphalt patching material. Copies of these records shall be furnished to the City upon request. Materials shall conform to the Louisiana Standard Specifications for Roads and Bridges, latest edition.

SUPERPAVE ASPHALTIC PAVEMENT

The requirements of the General Specifications for Street Paving Sections C502 ASPHALTIC CONCRETE MIXTURES, C503 ASPHALTIC CONCRETE EQUIPMENT AND PROCESSES shall be superseded and replaced with following:

**Section C502
Superpave Asphalt Concrete Mixtures**

502.01 Description: These specifications are applicable to Superpave asphaltic concrete wearing, binder and base course mixtures of the plant mix type.

All references herein shall conform to the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, Section 502, and latest revisions thereto. Section 502 shall govern except as amended herein. All references to the “department” and to “the Engineer” shall mean the owner’s representative in these specifications. Wearing Courses shall be (1/2” Nominal Size) and Binder and Base Courses shall be (3/4’ or 1” Nominal Size and conforming to the Lift Thickness shown in Table 502-3). The use of a Material Transfer Device is not allowed unless receiving written approval from the Engineer.

502.02 Materials: See 2006 Edition of the Louisiana Standard Specifications including revisions thereto, except as modified herein.

- a) Asphalt Cement: The asphalt cement grades used shall be as specified in Table C502-1.

**Table C502-1
Superpave Asphalt Cement Usage**

Current Traffic Load Level	Mixture Type¹	Grade of Asphalt Cement
Level A	Incidental Wearing Course	PG64-22
Level 1	Binder and Wearing Course	PG64-22*
	Base Course	PG64-22*

¹ Nominal Aggregate Size must conform to the Lift Thickness requirements listed in Table C502-3 for each lift of asphalt.

* Mixtures containing between 20 and 30 percent RAP shall use PG58-28.

502.04 Job Mix Formula: Validation will be based on the first lot test results. All the specification criteria must be met for production to continue.

502.05 Plant Quality Control: This section does not apply to these specifications.

502.06 Plant Acceptance: This section does not apply to these specifications.

502.10 Roadway Quality Control: See 2006 Edition of the Louisiana Standard Specifications including revisions thereto, except as modified herein. All references to IRI specifications will not apply to these specifications. See City of New Orleans Department of Public Works General Specifications for Longitudinal Surface Tolerance requirements.

502.11 Roadway Acceptance: See 2006 Edition of the Louisiana Standard Specifications including revisions thereto, except as modified herein.

(a) Density: Acceptance testing for pavement density will be conducted by the Engineer and / or his representative. One pavement core for each mix use shall be taken from each sub lot within 72 hours after placement. Sampling shall be performed by the Engineer and/or his representative using the random number tables shown in DOTD TR 605. When the sampling location determined by random sampling falls within areas that are to be replaced, within 1 foot of the pavement edge, or within 5 feet of a transverse joint; another sampling location will be determined. Samples will be drilled by the contractor at the locations determined by the Engineer. The Engineer and/or his representative shall transport the cores to the asphalt plant for testing by

the Engineer's representative. The contractor's representative will inspect the cores upon delivery to the plant and before any testing is performed on the core. Any damaged cores or cores that are less than 1 3/8"; can be rejected at that time and a new sampling location must be determined and the core re-drilled. The removed pavement shall be replaced with hot or cold mixture and refinished during the work day the coring is performed. Cores less than 1 3/8" thick shall not be used as pavement samples for payment determination. The average density of all cores for each lot shall be greater than 92% of Maximum Theoretical Gravity (TR 327). Roadway density will be calculated using the lot average for Maximum Theoretical Gravity.

(b) Longitudinal Surface Tolerance: This section does not apply to these specifications.

502.13 Quality Level Analysis: This section does not apply to these specifications.

502.14 Lot Sizes: This section has been modified as follows:

A lot is a segment of continuous production of asphaltic concrete mixture from the same job mix formula produced for a given job at an individual plant. A standard lot will be defined as:

- 2000 tons production
- Partial lots will require testing at the frequency of one test per 500 tons, and portion thereof.

Each lot will be sub-divided into four equal sublots based on expected production. Testing will be conducted as follows:

- First Sublot –
 - Tests will be performed on aged specimens compacted to N-design as follows:
 - Percent Voids
 - Percent VFA
 - Percent VMA
 - Theoretical Maximum Specific Gravity (Gmm)
 - Gradation, AC Content and Percent Crushed
 - Aged or un-aged specimens compacted to N-maximum as follows:
 - Percent Gmm at N-initial
 - Percent Gmm at N-Maximum
- Second Sublot –
 - Theoretical Maximum Specific Gravity (Gmm)
 - Aged or un-aged specimens compacted to N-maximum as follows:
 - Percent Gmm at N-initial
 - Percent Gmm at N-Maximum
- Third Sublot –
 - Tests will be performed on aged specimens compacted to N-design as follows:
 - Percent Voids
 - Percent VFA
 - Percent VMA
 - Theoretical Maximum Specific Gravity (Gmm)
 - Gradation, AC Content and Percent Crushed
 - Aged or un-aged specimens compacted to N-maximum as follows:
 - Percent Gmm at N-initial
 - Percent Gmm at N-Maximum
- Fourth Sublot –
 - Theoretical Maximum Specific Gravity (Gmm)
 - Aged or un-aged specimens compacted to N-maximum as follows:
 - Percent Gmm at N-initial
 - Percent Gmm at N-Maximum

Tests for Theoretical Maximum Specific Gravity, Voids, VMA and VFA shall be conducted by the Engineer and / or his representative. If lot averages (minimum two samples) exceed tolerances listed in Table C502-3, an adjustment must be made to the mix by the contractor to bring the mix back within tolerance. If two consecutive lots are out on the same parameter, production must be halted and the mix re-designed.

Tests for Gradation, AC Content, and Percent Crushed and for aged or un-aged specimens compacted to N-maximum shall be conducted by the Contractor's Quality Control representative. If lot averages (minimum two samples) exceed tolerances listed in Table C502-2, an adjustment must be made to the mix by the contractor to bring the mix back within tolerance. If two consecutive lots are out on the same parameter, production must be halted and the mix re-designed.

502.15 Measurement: See 2006 Edition of the Louisiana Standard Specifications including revisions thereto, except as modified herein.

(a) **Weight Measurement:** Measurement shall be based on the Tonnage calculated (See Special Provisions)

(b) **Volume or Area Measurement:** This Standard Specification section does not apply

(c) **Surface Tolerance Incentive Measurement:** This Standard Specification section does not apply to this project.

502.16 Payment: Payment shall be made based on the measurement specified and adjusted for % Air Voids and Average Roadway Density in accordance with Table C502-4 included herein.

**Table C502-2
Superpave Requirements**

A. REQUIREMENTS FOR EXTRACTED ASPHALT CEMENT AND AGGREGATE GRADATION					
U.S. (Metric) Sieve % Passing	1/2 inch (12.5 mm) Nominal	3/4 inch (19 mm) Nominal	1 inch (25 mm) Nominal		Mix Tolerance ¹
2 inch (50 mm)	---	---	---		±6
1 1/2 inch (37.5 mm)	---	---	100		±6
1 inch (25 mm)	---	100	90-100		±6
3/4 inch (19 mm)	100	90-100	89 Max		±6
1/2 inch (12.5 mm)	90-100	89 Max	---		±6
3/8 inch (9.5 mm)	89 Max.	---	---		±6
No. 4 (4.75 mm)	---	---	---		±6
No. 8 (2.36 mm)	28-58	23-49	19-45		±5
No. 16 (1.18 mm)	---	---	---		±4
No. 30 (600 μm)	---	---	---		±3
No. 50 (300 μm)	---	---	---		±3
No. 100 (150 μm)	---	---	---		±2
No. 200 (75 μm)	2.0-10.0	2.0-8.0	1.0-7.0		±1.5
Extracted Asphalt, %	---	---	---		±0.4
Mix Temperature Aggregate ²	---	---	---		±25°F (±14°C)
	A,B,C	A,B,C	A,B,C,D,E		---
B. PAVEMENT REQUIREMENTS					
Density, Min. 92.0 (% of Maximum Theoretical Gravity) Roadway Travel Lane Wearing, Binder and Base Courses					
Density, Min. 89.0 (% of Maximum Theoretical Gravity) Shoulders, Patching and Widening					

¹ Job Mix Formula based on validated mix design. Tolerances apply only to Lot average (2 samples minimum).

² A - Gravel, B - Slag, C - Stone approved for wearing surface, D - Stone, E - Reclaimed Asphaltic Pavement. See Subsection 502.02(c).

**Table C502-3
Superpave Mixture Criteria**

Nominal Max., Size Agg.	0.5 inch (12.5 mm)			0.75 inch (19 mm)			1.0 inch (25 mm)		
Type of Mix	Incidental Paving	Wearing Course			Binder Course		Binder Course	Base Course	
Level	A	1			1		1	1	
Asphalt Binder	Table C502-1								
Coarse Agg. Angularity, + No. 4 (4.75 mm)	55	75			75		75	75	
Fine Agg. Angularity, Min. % - No. 4 (4.75 mm)	40	40			40		40	40	
Flat and Elongated Particles, % Max. (5:1) + No. 4 (4.75 mm)	10								
Sand Equivalent, Min. % (Fine Agg.), - No. 4 (4.75 mm)	40	40			40		40	40	
Natural Sand Max. % of New Agg.	N/A	15			15		15	15	
RAP, Max. % of Mix ¹	20	20			30		30	30	
Compacted Mix Volumetrics									
VMA, Min. %	13	13			12		11	11	
Air Voids, %	2.5-4.5								
VFA, %	68-78								
N _{initial} 91% max. (Gyrations)	7	7			7		7	7	
N _{design} 96.5±1.5 % (Gyrations)	75	75			75		75	75	
N _{max} 98 % max. (Gyrations)	115	115			115		115	115	
Moisture Sensitivity, TSR Min.	80								
Dust/Effective Asphalt Ratio, %	0.6 – 1.6								
Lift Thickness, inch	1.5 – 2.0	1.5 – 2.0			2.0 – 3.0		2.5 – 4.0	2.5+	

¹ For RAP percentages between 20 and 30 percent, use asphalt cement grade PG58-28.

Table C502-4
Payment Adjustment Schedule for Superpave

Parameter ¹	Percent of Contract Unit Price/Sublot		
	100	95	50 or Remove ²
% Air Voids	2.5 – 4.5	2.0-2.4 or 4.6-5.0	<2.0 or >5.0
Average Roadway Density, % G _{mm}	≥ Lower limit	-0.1 to -0.9 below lower limit	-1.0 below lower limit

¹The percent payment for plant acceptance will be the Lot Average for air voids,. Roadway pay is based on average roadway density of the sublot cores. The percent payment for roadway acceptance will be the average of the percent payments for density. The total percent payment for the Superpave mixture will be the lowest value of the percent payments for plant acceptance and roadway acceptance.

²At the option of the engineer.

³Lot sizes less than 2000 tons will be accepted based on the average of all values reported.

Section C503

Asphaltic Concrete Equipment and Processes

All references herein shall conform the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, Section 503, and latest revisions thereto. All references to the “department” and to “the Engineer” shall mean the owner’s representative in these specifications.

TP - 3 HAULING

Mixtures shall be transported from the plant and delivered to the paver at the site of work at a temperature no cooler than 25 degrees F below the lower limit of the approved job mix formula. The contractor shall coordinate and manage plant production, and (when requested) transportation operations to achieve a high quality pavement and shall have sufficient hauling vehicles to insure reasonably continuous plant and roadway operations with minimum idle time between loads. The City reserves the right to order a halt to operations if sufficient hauling vehicles are not available.

TP - 4 DESIGN AND QUALITY CONTROL OF MIXTURES

The contractor shall have the responsibility for the design, production, and (when requested) transportation of asphaltic concrete mixtures. The contractor shall exercise quality control over materials and their assembly, design, processing, and production. Quality control is defined as the constant monitoring of equipment, materials and processes to ensure that asphaltic concrete mixtures produced are uniform, are within control limits, and meet all Department of Public Works requirements.

At all times when the plant is producing asphaltic concrete mixtures for the City, the contractor shall have a certified asphaltic concrete technician at the plant who is capable of designing the asphaltic concrete mixes, conducting any tests or analysis necessary to put the plant into operation and producing a mixture meeting the specifications.

The job mix formula shall be approved by the City prior to start of production.

ARTICLE 5 – QUANTITIES

10.01 Bidders shall propose a unit price for every item of work named in the proposal.

10.02 The quantities shown on the proposal form are approximate only; such quantities however, at the unit price bid for each, shall determine the value of each proposal.

10.03 Payment to the supplier will be made monthly for the actual quantities of material delivered and accepted. The scheduled quantities of materials to be furnished each may be increased, decreased or omitted as hereinafter provided.

ARTICLE 16 - DELIVERY OF MATERIALS

21.01 Delivery of materials shall be commenced within seven (7) days after receipt of written notice from the Department. The Supplier shall keep accurate records of materials delivered. Copies of these records shall be supplied to the Department in such form as required.

21.02 Different brands or types of material shall not be mixed or supplied alternately unless authorized by the Director. This requirement may be waived in case of supply disruption due to causes beyond the contractor's control and without his fault of negligence.

ARTICLE - 17 PRICE. ADJUSTMENT

If the cost of manufacture or delivery of materials is increased due to causes beyond the contractors control and without his fault or negligence, the contractor shall estimate or keep records of the increase in cost resulting from said increase. Upon arrival of this estimate or record to the Director, the stipulated sum shall be added to the contractor's bid unit price as a lump sum adjustment, but this increase shall not alter the base bid unit price or include any portion of the original allowance for profit.

ARTICLE 18 - WARRANTY REQUIREMENTS

The contractor warrants, by signing this contract, all materials to be free of defects. The contractor guarantees, by his execution of the contract that for a period of one year after the date of delivery, all necessary repairs to or replacement of said defective material shall be made by the contractor at no cost to the City.

All instruction sheets that are required to be furnished by the manufacturer for materials and supplies and for operation shall be delivered by the contractor to the Director prior to substantial completion of the project.

ARTICLE 19 - SAMPLING, TESTING AND CERTIFICATION

Except as otherwise specified, all sampling and certification shall be in accordance with the following documents; precedents shall be in the order as written:

Louisiana Department of Transportation and Development (DOTD) Materials Sampling Manual and Testing Procedures Manual.

Standards published by the American Association of State Highway and Transportation Officials (AASHTO).

Standards published by the American Society for Testing and Materials (ASTM).

Minor materials for which sampling and testing procedures are not specified will be accepted on the basis of visual inspection by the Director.

SPECIAL PROVISIONS

SP-1 AWARD AND EXECUTION OF CONTRACT

After proposals are opened and read, they will be compared on the basis of lowest overall cost to the City. The summation of the products of the quantities shown in the bid schedule by the unit bid price will be added to the various job sites using City equipment.

Based on a computed average cost of one dollar and fifty cents (\$1.50) for equipment, labor and fuel per mile for the City's five (5) ton dump trucks, a materials hauling price per ton will be computed as follows:

$$\frac{(4D1 + D2) \times \$1.50}{25} = B$$

Where:

D1 = The actual roadway mileage between the asphalt plant and 3401 Perdido Street called "Main Yard."

D2 = The actual roadway mileage between the asphalt plant and 2208 Florida Ave. called "Rock Crusher."

B = Hauling price per ton.

SP-2 MEASUREMENT AND PAYMENT

The quantity of hot mix Asphalt will be measured by the ton of 2,000 pounds from printed weights as provided in Section 503 of the Louisiana Standard Specifications for Roads and Bridges.

Stamped printer tickets will be issued for each truck load of material delivered. That portion of material lost, wasted, or rejected will not be measured for payment.

Payment will be made monthly at the applicable contract unit price for material picked up or delivered.

INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "B"
CONTRACT TERMS AND CONDITIONS

1. NON-DISCRIMINATION. In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

2. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

a. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

b. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

c. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

3. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

4. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and

c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

5. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

6. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

7. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

8. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

9. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for four (4) additional one-year terms.

10. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

11. TERMINATION FOR NON-APPROPRIATION. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

12. TERMINATION FOR CAUSE. The City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Contract or the failure of any representation or warranty in this Contract, and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If the Contractor successfully challenges the termination for cause in a court, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause without any requirement of further notice.

13. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

14. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

15. NON-SOLICITATION. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

16. AUDIT AND INSPECTION:

a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

17. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days’ written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

18. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT. No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor’s satisfactory performance.

19. PROHIBITION ON POLITICAL ACTIVITY. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

20. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract’s execution and who are expected to perform work as subcontractors in connection with the Contractor’s work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days’ written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

21. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

22. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

23. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

24. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

25. AMENDMENT. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

26. NO THIRD PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

27. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

28. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

29. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

30. NON-WAIVER. The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the City's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

31. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

32. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

**INVITATION TO BID
CITY OF NEW ORLEANS**

**ATTACHMENT "C"
BID FORM**

COMPLETE IN INK

Bidder Information:

Business Name: _____ **Business Tax ID No:** _____

Business Address: _____

Business Phone: _____ **Business Fax No:** _____

Business E-mail: _____

By: _____
Signature

Printed Name

Printed Title

Date

TOTAL BID PRICE: \$ _____

By initialing below addendum number, bidder acknowledges receipt of addenda issued	One (1)	Two (2)	Three (3)	Four (4)

Bid is valid for NINETY DAYS after the bid deadline.

Attach evidence of the signing person's authority to enter the bid according to La. R. S. 38:2212.A.(1)(c).

**INVITATION TO BID
CITY OF NEW ORLEANS**

SCHEDULE OF CONTRACT ITEMS

ITEM	ESTIMATED QUANTITY	DESCRIPTION WITH UNIT PRICE BID	<u>UNIT PRICE PER TON</u>	<u>TOTAL AMOUNT</u>
001	6000	Tons Hot Mix Asphalt to be loaded into trucks furnished by the City of New Orleans, Public Works Maintenance Division as per specifications contained Herein	_____	_____
002	1000	Tons Hot Mix Asphalt furnished and hauled in minimum of 10 ton loads to the City's overlay crew within Orleans parish including one-half (1/2) hour standby time on the job site	_____	_____

The estimated total amount bid is \$ _____

The address of the asphalt plant is: _____

**INVITATION TO BID
CITY OF NEW ORLEANS**

**ATTACHMENT "C"
BID FORM**

COMPLETE IN INK

Bidder Information:

Business Name: Barriere Construction Co., L.L.C. **Business Tax ID No:** 61-0624047

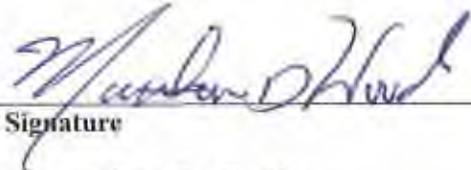
Business Address: P.O. Box 1576

1268 LA 3127

Boutte, LA 70039

Business Phone: (985)785-7700 **Business Fax No:** (985)331-3559

Business E-mail: mattheww@barriere.com

By: 

Signature

Matthew D. Woods

Printed Name

Division Manager

Printed Title

10/9/14

Date

TOTAL BID PRICE: \$ 453,000.00

By initialing below addendum number, bidder acknowledges receipt of addenda issued	One (1)	Two (2)	Three (3)	Four (4)

Bid is valid for NINETY DAYS after the bid deadline.

Attach evidence of the signing person's authority to enter the bid according to La. R. S. 38:2212.A.(1)(c).

**INVITATION TO BID
CITY OF NEW ORLEANS**

SCHEDULE OF CONTRACT ITEMS

ITEM	ESTIMATED QUANTITY	DESCRIPTION WITH UNIT PRICE BID	<u>UNIT PRICE PER TON</u>	<u>TOTAL AMOUNT</u>
001	6000	Tons Hot Mix Asphalt to be loaded into trucks furnished by the City of New Orleans, Public Works Maintenance Division as per specifications contained Herein	<u>\$63.00</u>	<u>\$378,000.00</u>
002	1000	Tons Hot Mix Asphalt furnished and hauled in minimum of 10 ton loads to the City's overlay crew within Orleans parish including one-half (1/2) hour standby time on the job site	<u>\$75.00</u>	<u>\$75,000.00</u>

The estimated total amount bid is \$ 453,000.00

The address of the asphalt plant is: 1268 LA 3127

Boutte, LA 70039



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3656

Bond No. N/A

FEDERAL INSURANCE COMPANY

BID BOND

Amount Five Thousand and No/100ths Dollars (\$5,000.00)

Know All Men By These Presents,

That we, Barriere Construction Co., L.L.C., P.O. Box 1576, Boutte, LA 70039-1576

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of New Orleans, Department of Finance, Purchasing Bureau, City Hall, 1300 Perdido St., Room 4W07, New Orleans, LA 70112

(hereinafter called the Obligees), in the amount of

Five Thousand and No/100ths Dollars (\$5,000.00), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of October, 2014.

WHEREAS, the Principal has submitted a bid, dated October 10, 2014 for Proposal No. 5001-01699, Hot Mix Asphalt Material, New Orleans, LA

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligees shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligees in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligees the penal sum hereof, then this obligation shall be null and void, otherwise, to remain in full force and effect.

Barriere Construction Co., L.L.C.

By: Matthew D. Woods, Division Manager

FEDERAL INSURANCE COMPANY

By: Pamela K. Tucker, Attorney In Fact

Countersigned:

Louisiana Resident Agent:

By: Pamela K. Tucker, Metairie, LA



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Bert Guiberteau Jr, of Baton Rouge, Louisiana; Stephen L. Cory, Melanie Stern and Pamela K. Tucker of Metairie, Louisiana-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of May, 2012.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of May, 2012 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 10th day of October, 2014.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CORPORATE RESOLUTION

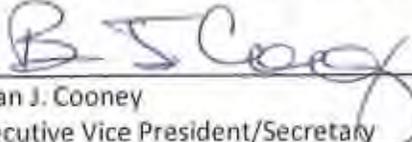
EXCERPT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF BARRIERE CONSTRUCTION CO., L.L.C.

At a meeting of the members of *Barriere Construction Co., L.L.C.*, successor by merger to Barriere Construction Co., Inc., duly noticed and held on April 15, 2014, a quorum being there present on motion duly made and seconded, it was:

RESOLVED, that George H. Wilson, Jr., President; Peter A. Wilson, Division President; Bertrand A. Wilson, Division President; Brian J. Cooney, Executive Vice President/Secretary; Heath D. Wahden, C.F.O./Treasurer; David F. Mayer, Vice President - Business Development; Douglas G. Olson, Vice President; Matthew D. Woods, Division Manager; James M. Breland, Division Manager; Rene G. Duplantis, Division Manager; Matthew B. Lammon, Division Manager; and Robert S. Sengelmann, Division Manager; be and are appointed, constituted, and designated as agents and attorneys-in-fact of this Company, with full power of authority to act on behalf of this Company in all negotiations, bidding, concerns, and transactions, the execution of contracts and other required documents on behalf of the company; approving, confirming, and accepting each and every such act performed by the said agents and attorneys-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above-dated meeting of the members of:

BARRIERE CONSTRUCTION CO., L.L.C.



Brian J. Cooney
Executive Vice President/Secretary

AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM

PURSUANT TO La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilizes the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Name of Private Employer: Barriere Construction Co., L.L.C.

Name of Authorized Agent: Matthew D. Woods

Mailing Address: P.O. Box 1576
Boutte, LA 70039

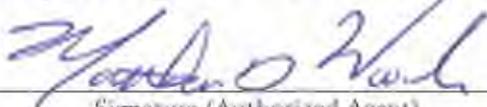
ATTESTATION

I hereby attest that Barriere Construction Co., L.L.C.
(name of private employer)

1. Is registered with and participates in the status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

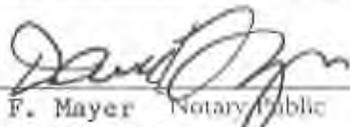
CERTIFICATE OF ACCURACY:

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.



Signature (Authorized Agent)
Matthew D. Woods

Sworn To And Subscribed, before me, this 9th day of October,
2014, in Metairie, Louisiana.



David F. Mayer Notary Public
Bar Roll No. 9123

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

BARRIERE CONSTRUCTION CO., L.L.C.
1 Galleria Blvd., Suite 1650
Metairie, LA 70001-7595

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE
CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: DEMOLISHING
WORK



Expiration Date: March 27, 2015

License No: 6276

Witness our hand and seal of the Board dated,
Baton Rouge, LA 28th day of March 2012

Will B. McPherson
Director

Bruce E. Sells
Chairman

Andy Ramsey
Secretary-Treasurer

This License Is Not Transferable



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Louisiana, Inc.		NAMED INSURED Barriere Construction Co., L.L.C.	
POLICY NUMBER SEE PAGE 1		One Galleria Blvd. Suite 1650 Metairie, LA 70001	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 The General Liability policy evidenced is on a Primary basis as required by written contract.
 The General Aggregate applies on a per project basis as respects General Liability policy.
 Blanket Waiver of Subrogation as required by written contract as respects Worker's Compensation policy as permitted by law.

Barriere Construction Co., L.L.C.
P.O. Box 1576
1268 LA 3127
Boutte, LA 70039

LA Contractors License No. 6276

City of New Orleans
Department of Finance, Purchasing Bureau
1300 Perdido St
Room 4W07 City Hall
New Orleans, LA 70112

SEALED BID

Hot Mix Asphalt Material
Proposal No. 5001-01699

Bid Due: October 10, 2014 @ 10:00 AM

LI 2 d b - 120 102
SHV3760 420
JO 313
50570871
JO 114 2014

**INVITATION TO BID
CITY OF NEW ORLEANS**

**ATTACHMENT "C"
BID FORM**

**COMPLETE IN INK
Bidder Information:**

Business Name: 216 RESOURCES, INC **Business Tax ID No:** 33-1177560

Business Address: 10700 RICHMOND AVENUE
SUITE 154
HOUSTON, TX 77042

Business Phone: 713-975-8800 **Business Fax No:** 888-442-8054

Business E-mail: 216RESOURCES@GMAIL.COM

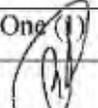
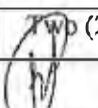
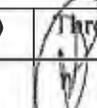
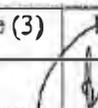
By: 
Signature

BOBBIE PORTER, MSW
Printed Name

PRESIDENT
Printed Title

OCTOBER 8, 2014
Date

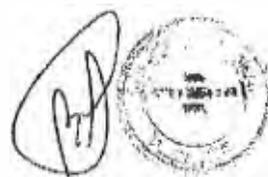
TOTAL BID PRICE: \$ 583,900.00

By initialing below addendum number, bidder acknowledges receipt of addenda issued	One (1)	Two (2)	Three (3)	Four (4)
				

Porter

Bid is valid for NINETY DAYS after

Attach evidence of the signing person's authority to enter the bid according to La. R. S. 38:2212.A.(1)(c).



**INVITATION TO BID
CITY OF NEW ORLEANS**

SCHEDULE OF CONTRACT ITEMS

ITEM	ESTIMATED QUANTITY	DESCRIPTION WITH UNIT PRICE BID	UNIT PRICE PER TON	TOTAL AMOUNT
001	6000	Tons Hot Mix Asphalt to be loaded into trucks furnished by the City of New Orleans, Public Works Maintenance Division as per specifications contained Herein	<u>\$78.70</u>	<u>\$472,200.00</u>
002	1000	Tons Hot Mix Asphalt furnished and hauled in minimum of 10 ton loads to the City's overlay crew within Orleans parish including one-half (1/2) hour standby time on the job site	<u>\$111.70</u>	<u>\$111,700</u>

The estimated total amount bid is \$ 583,900.00

The address of the asphalt plant is: 4045 FRANCE ROAD
NEW ORLEANS, LA 70122





10700 Richmond Suite 154, Houston, TX 77042,
Telephone 713-975-8800 ~ Fax 888-442-8054
Email: 216 Resources@gmail.com
www.216resources.com

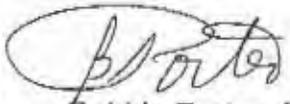
"We are only as strong as our relationships!"
W*AD*SR*HUB*TXDOT*POILA*HISD*METRO*SAM*SECTI

Resolution to Negotiate Contract

RESOLVED, that the President of this Corporation be hereby authorized and empowered to enter into contract for 216 Resources, Inc with The State of Louisiana, City of New Orleans, in the name of and in behalf of this Corporation, upon such terms and conditions as may be agreed upon, at the sole discretion of the President.

The undersigned hereby certifies that he/she is the duly elected and,qualified Secretary and the custodian of the books and records and seal of 216 Resources, Inc., a corporation duly formed pursuant to the laws of the State of Texas and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with State law and the Bylaws of the above named Corporation on March 10, 2013, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate sear of the above-named Corporation this 19th April 2013.


Bobbie Porter, MSW
Secretary



CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction on the back of this form

Bid/RFP No.: 5001-01699

Contracting Department: DPW

TYPE OF BUSINESS:

Supplier

BUSINESS NAME:

216 Resources Inc

OWNER'S NAME:

Bobbie Porter

BUSINESS ADDRESS:

10700 Richmond Ave Suite 154

Houston, TX 77042

MAILING ADDRESS:

CONTACT TELEPHONE:

713-975-8800

FAX NUMBER:

888-442-8054

E-MAIL ADDRESS:

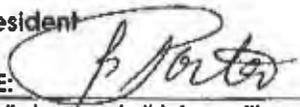
216resources@gmail.com

PRINT NAME:

Bobbie Porter, MSW, President

TITLE:

AUTHORIZED SIGNATURE:



DATE SIGNED: 10/8/2014

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE

DATE





CITY OF NEW ORLEANS

Mitchell | LaSalle | Mayor

Basic Purchasing Department Access Inquiry
 October 10, 2014 10:18:41 AM CDT

NIGP Code Browse | My Account | Customer Service | About

Current Organization: City of New Orleans

Home Items Documents Vendors

Quick Buy

Find It

Ray Moran

Quote 5001-03530 - 216 Resources Inc

General Items Questions Subcontractors Terms & Conditions Attachments(5) Evaluations Preference Reminders Summary [Back to Bid](#)

Header Information

Quote #:	5001-03530	Bid #:	<u>5001-01699</u>	Status:	Submitted
Organization:	City of New Orleans				
Description:	Hot Mix Asphalt Material	Delivery Days:	5	Discount Percent:	0.0
Bid Flag:	Yes	Alternate Bid:	No	Shipping Terms:	F.O.B., Destination
Freight Terms:	Per Contract	Ship Via Terms:	Per Contract	Payment Term:	Per Contract
Promised Date	10/09/2014	Info Contact:	Bobbie Porter, 10700 Richmond #154, Houston, TX 77042,713-975-8800 & Fax 888-442-8054	Quote Total	\$78.70
Comment:	Submitting bid on the supply of HMAC Material				
Date Last Updated:	10/09/2014 10:27:35 AM	User last Updated:	Bobbie Porter	User Created:	Bobbie Porter
Print format:	Default Print Format				

Vendor accepts the terms & conditions with no exceptions.

Questions:	Question #	Required	Question	Response
	1	Yes	EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID. ACCORDING TO LA REVISED STATUTE 38:2212A.(1)(C)	Corporation Resolution
	2	Yes	MUST ACKNOWLEDGE ALL ADDENDA/AMENDMENTS ISSUED.	No issued
	3	Yes	MUST ACCEPT ALL TERMS AND CONDITIONS WITHOUT EXCEPTION OR BID MAY BE REJECTED AS NON-RESPONSIVE.	Yes
	4	Yes	A BID BOND OF FIVE PERCENT (5%) OF BID AMOUNT IS REQUIRED. All online bidS require electronic bid bond submission from InSure Vision Technologies or Surety2000. The City requires a Bid Bond Validation Number entered Online.	Yes
	5	Yes	ONLINE BIDDERS MUST PROVIDE LOUISIANA STATE CONTRACTOR'S LICENSE NUMBER.	Not Provided
	6	Yes	Online Bidder's must attach a copy of the signed La. Public Bid Form, Unit Price form and Corporate Resolution	Fully Provided

Attachments: [Bid Form C, ITB](#), [Corporate Document](#), [City of New Orleans, COI](#)

Item Information

Print Sequence # 1.0 : (745 - 21) HOT MIX ASPHALT Total Base Bid

Appendix 8: Labor Costs for travel to Boutte, LA

Table 1: DPW Operators		
Employee	Hourly Rate	Dept. Code
(As of March 17, 2017 from ADP)		
Operator 1	13.38	5005130
Operator 2	12.73	5005130
Operator 3	12.73	5005130
Operator 4	12.73	5005112
Operator 5	12.73	5005130
Operator 6	12.73	5005130
Operator 7	12.73	5005112
Operator 8	12.73	5005112
Operator 9	12.73	5005112
Operator 10	12.73	5005112
Average Hr. Rate	12.80	

Table 2: DPW Laborers	
Employee	Hourly Rate
(As of March 17, 2017 from ADP)	
Laborer 1	10.18
Laborer 2	10.18
Laborer 3	10.18
Laborer 4	10.18
Laborer 5	10.18
Laborer 6	10.18
Laborer 7	10.18
Laborer 8	10.18
Laborer 9	10.18
Laborer 10	10.18
Laborer 11	10.43
Laborer 12	10.43
Laborer 13	10.43
Laborer 14	10.43
Laborer 15	10.43
Laborer 16	10.43
Average Hr. Rate	10.27

Table 3: Labor Costs for travel to Boutte		
	Time:	
Driving one-way	35 minutes	
Driving round trip	70 minutes	1.17 hours
Time at yard	15 minutes	0.25 hours
Total crew hours per trip	85 minutes	1.417 hours
Total crew hours per day (1.417 hours per load x 10 trips)		14.17 hours
Truck Crew:	Labor Costs	
1 Operator @ Average Hourly Rate shown in Table 1	\$12.80	
3 Laborers @ Average Hourly Rate shown in Table 2	\$30.81	
Combined average labor costs per hour	\$43.61	
Total wages per day: (\$43.61 x 14.17 hours)	\$617.80	
Wages per week (5 day work week)	\$3,089.00	
Wages for 45 weeks (225 workdays)	\$139,005.00	



DEPARTMENT OF PUBLIC WORKS
CITY OF NEW ORLEANS

September 25, 2018

Michael J. Centola
New Orleans Office of Inspector General
525 St. Charles Avenue
New Orleans, LA 70130

Re: Hot Asphalt Contract, Barriere Construction Company, LLC

Dear Mr. Centola,

Thank you and Gordon Hyde for taking time to meet with me recently to review the findings of OIG's investigation (ref. Attachment A) of the subject contract.

By this letter please be advised that in response to your findings, we intend to take the following actions:

- Rebid the subject contract when the current Amendment No. 3, K116-1091 expires 12/31/18
- In the new contract, invert the terms to specify that the contractor both furnish and haul hot asphalt mix to the City, including fixed unit prices for
 - Hot asphalt material picked up at the contractor's plant
 - Hot asphalt material delivered to DPW Maintenance Division's equipment yard located at 838 S. Genois Sreet
 - "Stand by" hourly rate and fixed-rate mileage charge for contractor's dump trucks, when directed, to accompany DPW asphalt crews to deposit a single truckload of asphalt to multiple Maintenance pavement repair job sites in succession
- Revise the *City of New Orleans Department of Streets Maintenance Manual* (ref. Attachment B) to specify minimum acceptable weather conditions for application of asphalt

Finally, regarding your report's observation regarding the continued use of handwritten daily work records for all Maintenance Division work including asphaltting: please note that we have already implemented a database application called the "DPW Dashboard" (ref. Attachment C) which will eventually include comprehensive Maintenance work records coded by street address. We have begun with catch basin cleaning and repair records, but the daily logs for asphaltting including pothole repairs, service cut pavement restorations and so on will follow by 1st Q. 2020 latest.

1300 PERDIDO STREET | SUITE 6W03 | NEW ORLEANS, LOUISIANA | 70112
PHONE 504-658-8000 | FAX 504-658-8007



Michael J. Centola
September 25, 2018
Page 2

Allow me to reiterate my comments at our meeting: We sincerely appreciate the detailed information and actionable recommendations presented in your report. Once fully implemented, we expect the above cited improvements to save the City of New Orleans at least \$250,000 annually.

If there are any other questions or you need any more information needed, do not hesitate to contact me at either (504) 658-8003 or warren.jones@nola.gov

Sincerely,

A handwritten signature in blue ink, appearing to read "Warren E. Jones", with a long horizontal flourish extending to the right.

Warren E. Jones, PE
Director

Attachments (3)

Cc: Josh Hartley, PE
Nguyen D. Phan, PE
Grayson Fleming
David W. Morris
Ramsey J. Green



COPY

November 27, 2017

Dani Galloway, Interim Director
Department of Public Works
City of New Orleans
1300 Perdido Street, Room 6W03
New Orleans, Louisiana 70112

This correspondence is part of an ongoing investigation, examination, audit, inspection, or performance review and is exempt from the Public Records Act until the investigation, examination, audit, inspection, or performance review is complete. See La. R.S. 33:9614 and La. R.S. 44:4.1(B)(18). Please notify this office immediately should you receive a Public Records Request which includes this correspondence.

Re: Hot Asphalt Contract, Barriere Construction Company, L.L.C.

Dear Ms. Galloway:

The City of New Orleans Office of Inspector General (OIG) has completed an investigation/review concerning the purchasing and application of Hot Mix Asphalt that was initiated in response to a WWL TV Action Line report and a New Orleans Advocate newspaper article dated September 22, 2016 in which a City dump truck is seen dumping a load of asphalt on a secluded, dead-end street¹.

On December 17, 2014, the City of New Orleans (City) awarded a contract to Barriere Construction Company, L.L.C. (Barriere) for Hot Mix Asphalt; contract number K14-1136², in the amount of \$453,000. Two (2) subsequent one-year extensions/amendments were granted in 2015 and 2016 bearing contract numbers K15-887³, and K16-1091⁴.

COPY

¹ Refer to Appendix 1, Page 1 of September 22, 2016 news article.

² Refer to Appendix 2, Barriere Contract No. K14-1136

³ Refer to Appendix 3, Barriere Contract No. K15-887.

⁴ Refer to Appendix 4, Barriere Contract No. K16-1091.

DRAFT

(Sept. 1969)

Art. B

CITY OF NEW ORLEANS
DEPARTMENT OF STREETS

MAINTENANCE MANUAL

COPY

FOREWORD

The purpose of this Manual is to provide the Maintenance Division of the Department of Streets of the City of New Orleans with a work reference and a source of information to employees of the Division thereby promoting greater efficiency and quality of performance while seeking the safety, well-being and advancement of the individual worker.

The operations covered are limited to and intended to apply only to the functions and personnel of the Maintenance Division, although they may have wider applicability. It is intended for use primarily by supervisory personnel.

The information and material contained herein was assembled from the individual contributions of employees engaged in maintenance of the streets of New Orleans, and checked against the experience and practices of other localities, and the writings of authorities on street maintenance.

PAUL L. RISTROM
DIRECTOR OF STREETS

COPY

Under development as of Sep-2018

DPW Dashboard



City of New Orleans Department of Public Works

- Asphalt Crew Daily Work Report
- Maintenance Section Reports

Project Counts

Welcome you are logged in as user WIONES | Search DPW Projects

Data Last Refreshed from Primavera on: 09-25-2018

Search Actions

Search by Street Block Form

1 - 100 of 590

Map (PDF)	Project Id	Project Name	Current Phase	Project Manager	Team Leader	Architect Engineer	Community Outreach	DPW Program Type	DPW Project Number	DPW File Number	Neighborhood	Council District	JRR Wave	DPW Construction Type
	RR001	RR3 - Audubon Group A (PMOP)	Final Design	Justin Wolfson	Gabriel Morejon	All South Consulting Engineers	Nikki Polk	FEMA Ph 1	2016-RR001	16-C-20157	Audubon	A	1st	PMO, PC and Incidentals
	RR002	RR3 - Audubon Group B (PMOP)	Planning	Brian Fontaine	Steven Giang	-	Nikki Polk	FEMA Ph 2	-	-	Audubon	A	3rd	PMO, PC and Incidentals
	RR003	RR3 - Bayou St John Fairgrounds, Seventh Ward Group A (PNC)	Final Design	Brian Fontaine	Steven Giang	Urban Systems Associates, Inc.	Cheryn Robles	FEMA Ph 3	2013-FEMA-4ABE	12-C-27074	Fairgrounds/Bayou St John, Seventh Ward	ACD	1st	Incidentals
	RR004	RR3 - Bayou St John Fairgrounds, Seventh Ward Group B (PMOP)	Preliminary Design	Brian Fontaine	Steven Giang	Urban Systems Associates, Inc.	Cheryn Robles	FEMA Ph 3	2016-RR004	16-C-20148	Fairgrounds/Bayou St John, Seventh Ward	ACD	3rd	PMO and PC
		RR3 - Bayou												

Att. C

- DPW Home
- SWB Projects
- CCR Needs Review
- All Past Due Milestones
- Primavera Updates
- My Leave Approvals
- Latest Project Status
- Useful Links
- Map Library
- Reference Library
- FEMA Project Tracker